

HAWTHORN METROPOLITAN DISTRICT NO. 2
SPECIAL MEETING
Leyden Rock Clubhouse
17685 W. 83rd Drive, Arvada, Colorado
Monday, September 9, 2019
2:00 P.M.

| | |
|-------------------------------------|------------------|
| Krystal Bigley, President | Term to May 2020 |
| Carly Fenton, Treasurer | Term to May 2020 |
| Matthew Cavanaugh, Secretary | Term to May 2020 |
| Andrea Stewart, Assistant Secretary | Term to May 2022 |
| Brittany Lutz, Assistant Secretary | Term to May 2022 |

Agenda

1. Call to Order/Declaration of Quorum
2. Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Public Comment – Members of the public may express their views to the Board on matters that affect the District that are not otherwise on the agenda. Comments will be limited to three (3) minutes per person. Comments will be taken in the order reflected on the sign in sheet.
5. Consent Agenda
 - a. Approval of Minutes from June 3, 2019 regular meeting
 - b. Approval of Waiver for Tree Removal
 - c. Ratification of Annual Report
6. Facilities/Management Matters
 - a. District Manager Update
 - b. Covenant Enforcement Update
 - c. Architectural Review Committee Update
 - i. Discuss Appointment of ARC Member
 - d. Consider Approval of Amendments to Residential Improvement Guidelines and Site Restrictions (**enclosure**)
 - e. Consider Adoption of Resolution Adopting Policy Regarding Event Sponsorships (**to be distributed**)
 - f. Discuss Drainage Issue at 93rd and Flattop
 - g. Review and Consider Approval of Proposal from Metco for Walkway Drainage at Eldora and 58th Cul-de-sac and Picnic Area (**enclosure**)
 - h. Review and Consider Approval of Proposal from Metco for Native Grass Reseeding (**to be distributed**)
 - i. Review and Consider Approval of Proposal from Metco for Gravel Trail Renovation and Concrete Cleanup (**enclosure**)

- j. Discuss Timing of Net Installation
 - k. Consider Approval of Proposal from Homestead Painting LLC for Fence Repair (**enclosure**)
 - l. Discuss and Consider Approval of Installation of Reservation Sign at Soccer Field
 - m. Discuss Davey Tree 2020 Watering Schedule
 - n. Discuss 2020 Contract Renewals
 - o. Discuss Fees/Fines for Various Violations
 - p. Consider Approval of Amended Open Space Policy (**enclosure**)
7. Legal Matters
- a. Consider Adoption of Resolution Concerning Online Notice of Regular and Special Meetings (**enclosure**)
8. Financial Matters
- a. Consider Approval of Payables/Financials (**enclosure**)
9. Other Business
10. Adjourn

Memorandum

Date: August 29, 2019

To: Hawthorn Metropolitan District No. 2 Board of Directors

From: Pat Shannon, Assistant District Manager

RE: District Manager's Report for September 9, 2019

1. District Newsletter – The Second Quarter District Newsletter was released on June 4 and the Third Quarter District Newsletter was released on August 12.
2. Tree Removal and Replacement – The tree removal and replacement project was completed by Davey Tree, however the nine of the new trees did not survive the summer. These trees are under warranty and will be replaced by Davey Tree when the temperatures cool down in the coming weeks, with the assistance of Krystal to ensure that the proper species are planted.
3. Fence Repair – There are currently two fence areas in the District that are in need of repair: a three rail fence at Gilbert and 59th that is leaning and a section of 6ft fence on the northwest corner of the District, adjacent to Pet Camp Boarding Kennels, that has fallen. Homestead Painting, a contractor that Pat has worked with extensively on a major fence repair project for another District, has submitted a proposal to fix the two areas of fence on a time and material basis. Homestead's proposal is in the packet for Board review.
4. Drainage Repair – Pat met on site with Highlands Landscaping to look at the drainage issues by the soccer field, at 58th and Highway 93 and at the end of Flattop. There are proposals in the meeting packet from both Highland Landscaping and Metco to repair the drainage problem areas.
5. Native Seeding – Metco provided a rough estimate of \$40,000-\$50,000 to reseed the District's native area. Pat has asked for a formal proposal from Metco. Seed Sprayer is expected to submit a proposal for this work as well.
6. Tumbleweeds – There was a report of tumbleweed gathering in the open space to the east of Eldora Street. Metco has been instructed to mow a beauty band behind the fence line in the open space and remove the tumbleweeds.
7. Sports fields – There have been reports of both soccer and football teams using the District's sports field. After conferring with legal, it was determined that these teams do have the right to use the field, as it is a public space, however to do not have the exclusive right to use it. These teams cannot keep residents from using the field while they are there. Pat has reached out to the soccer team believed to be using the field to inform them of this. It has been suggested that signs be placed in the park directing parties interested in renting the field to management.

**AMENDED AND RESTATED
RESIDENTIAL IMPROVEMENT
GUIDELINES
AND SITE RESTRICTIONS FOR

HAWTHORN
METROPOLITAN DISTRICT NO. 2**

AS OF _____, 2019

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1 INTRODUCTION

1.1 Basis for Guidelines

These Amended and Restated Residential Improvement Guidelines and Site Restrictions (the “Guidelines”) replace and supersede in its entirety the Residential Improvement Guidelines and Site Restrictions for Hawthorn Metropolitan District No. 2, dated as of 2016, and as amended by that certain Amendment to Residential Improvement guidelines and Site Restrictions of Hawthorn Metropolitan District No. 2, dated July 17, 2018. These Guidelines are intended to assist Owners living in the Hawthorn Community (the “Community”) in implementing landscaping and other Improvements to their property. The Covenants and Restrictions of Hawthorn (the “Covenants”) require prior approval from the Architectural Review Committee (the “ARC”) before the construction, erection, placement, alteration, planting, application, installation or modification of any Improvement upon any Unit shall be made. In order to assist Owners, the ARC desires to establish certain pre-approved designs for several types of Improvements and to exempt certain Improvements from the requirement for approval. This booklet contains the guidelines established by the ARC with respect to property subject to the Covenants.

1.2 Definitions

All capitalized words and phrases used in these Guidelines shall have the meaning provided in the Covenants unless otherwise defined herein.

1.3 Contents of Guidelines

In addition to the introductory material, these Guidelines contain (A) a summary of procedures for obtaining approval from the ARC (see Section 2); and (B) a listing of specific types of improvements that Owners might wish to make with specific information as to each of these types of improvements (see Section 3).

1.4 Architectural Review Committee or Representative

The ARC consists of persons, representatives or a committee appointed to review requests for approval of architectural or site changes.

1.5 ARC Contact Information

The contact information of the ARC, persons, committee or representative authorized to administer the architectural review process is:

| COMPANY NAME | OFFICE | E-MAIL |
|--------------------|----------------|--------------------------------|
| CliftonLarsonAllen | (303) 779-5710 | patrick.shannon@claconnect.com |

1.6 Effect of Covenants

The Covenants govern the Property within the Community. Each Owner should review and become familiar with the Covenants. Nothing in these Guidelines supersedes or alters the provisions or requirements of the Covenants and, if there is any conflict or inconsistency, the Covenants will control.

1.7 Effect of Governmental and Other Regulations

Use of property within the Community and any Improvements must comply with any applicable building codes and other governmental requirements and regulations. Owners are encouraged to contact Jefferson County for further information and requirements for Improvements they wish to make.

APPROVAL BY THE ARC DOES NOT CONSTITUTE ASSURANCE THAT IMPROVEMENTS COMPLY WITH APPLICABLE GOVERNMENTAL REQUIREMENTS OR REGULATIONS OR THAT A PERMIT OR APPROVALS ARE NOT ALSO REQUIRED FROM APPLICABLE GOVERNMENTAL BODIES.

1.8 Interference with Utilities

In making Improvements to property, Owners are responsible for locating all water, sewer, gas, electrical, cable television, or other utility lines or easements. Owners should not construct any Improvements over such easements without the consent of the utility involved, and Owners will be responsible for any damage to any utility lines. All underground utility lines and easements can be located by contacting:

**Utility Notification Center of Colorado
1-800-922-1987**

1.9 Goal of Guidelines

Compliance with these Guidelines and the provisions of the Covenants will help preserve the inherent architectural and aesthetic quality of the Community. It is the responsibility of the ARC to ensure that all proposed Improvements meet or exceed the requirements of these Guidelines and to promote the highest quality design for the neighborhood. It is important that Improvements to property be made in harmony with and not detrimental to the rest of the Community. A spirit of cooperation with the ARC and neighbors will go far in creating an optimum environment, which will benefit all Owners. By following these Guidelines and obtaining prior written approval for Improvements to property from the ARC, Owners will be protecting their financial investment and will help insure that Improvements to property are compatible with standards established for the Community. If a question ever arises as to the correct interpretation of any terms, phrases or language contained in these Guidelines, the ARC's interpretation shall be final and binding.

2 PROCEDURES FOR ARC APPROVAL

2.1 General

As indicated in Section 3 of these Guidelines, there are some cases in which advance written approval of the ARC is not required if the Guidelines with respect to that specific type of Improvement are followed. In a few cases, as indicated in Section 3, a specific type of Improvement is not permitted under any circumstances. In all other cases, including Improvements not included in Section 3, advance, or prior written approval by the ARC is required before an Improvement to property is commenced.

2.2 Drawings or Plans

Owners are required to submit to the ARC a completed Architectural Review Request Form ("ARR"), which forms are available from the person or entity listed in Section 1.5, and complete plans and specifications, in duplicate, (said plans and specifications to show exterior design, height, materials, color, location of the structure or addition to the structure, plotted horizontally and vertically, location and size of driveways, general plan of landscaping, fencing, walls, windbreaks and grading plan, as well as such other materials and information as may be required) prior to commencement of work on any Improvement to property. In most cases, the materials to be submitted will not have to be professionally prepared by an architect, a landscape architect, or draftsman, and a simple drawing with dimensions and description will be sufficient. In the case of major improvements, such as room additions, structural changes or accessory building construction, detailed plans and specifications, prepared by a licensed architect, may be required. Whether done by the Owner, or professionally, the following guidelines should be followed in preparing drawings or plans:

- A.** The drawing or plan should be done to scale and shall depict the property lines of your Unit and the outside boundary lines of the home as located on the Unit. If you have a copy of an improvement survey of your Unit obtained when you purchased it, this survey would be an excellent base from which to start.
- B.** Existing Improvements, in addition to your home, should be shown on the drawing or plan and identified or labeled. Such existing Improvements include driveways, walks, decks, trees, shrubs, fences, etc. The proposed Improvements should be shown on the plan and labeled. Either on the plan or on an attachment, there should be a brief description of the proposed Improvement, including the materials to be used and the colors. For Example: Redwood deck, ten (10) feet by twelve (12) feet with two inch by four inch (2"x4") decking and natural stain.
- C.** The plan or drawing and other materials should include the name of the Owner, the address of the home, the lot, block and filing number of the Unit, and the e-mail address and telephone number where the Owner can be reached.

- D. The proposed Improvements must take into consideration the easements, building location restrictions and sight distance limitations at intersections.
- E. Owners should be aware that many Improvements require a permit from Jefferson County or other governmental entity. The ARC reserves the right to require a copy of such permit as a condition of its approval.
- F. In some instances, elevation drawings of the proposed Improvement will be required. The elevation drawings should indicate materials.
- G. Photographs of existing conditions and of proposed materials and colors are encouraged to be included, and are helpful to convey the intended design, but should not be used solely to describe the proposed changes.

2.3 Submission of Drawings and Plans

Two copies of the drawing or plans (minimum acceptable size 8.5" x 11") must be submitted to the ARC along with a completed ARR. Color photographs, brochures, paint swatches, etc. will help expedite the approval process. Specific dimensions and locations are required.

Any costs incurred by the ARC for review of submittals shall be borne by the Owner and shall be payable prior to final approval. Any reasonable engineering consultant fees or other fees incurred by the ARC in reviewing any submission will be assessed to the Owner requesting approval of the submission.

2.4 Action by ARC

The ARC will meet as required to review plans submitted for approval. The ARC may require submission of additional information or material, and the request will be deemed denied until all required information and materials have been submitted. The ARC will act upon all requests in writing within forty-five (45) days after the complete submission of plans, specifications, and other materials and information as requested by the ARC. If the ARC fails to review and approve in writing (which may be with conditions and/or requirements) or disapprove, a request for architectural approval within forty-five (45) days after the complete submission of the plans, specifications, materials and other information with respect thereto, such request is deemed approved by the ARC.

2.5 Revisions and Additions to Approved Plans

Any revisions and/or additions to approved plans made by the Owner or as required by any governmental agency, must be re-submitted for approval by the ARC. The revised plans must follow the requirements as outlined above.

2.6 Completion of Work

After approval (which may be with conditions and/or requirements) of any proposed Improvement by the ARC, the proposed Improvement shall be completed and constructed as promptly and diligently as possible, and in complete conformity with all conditions and requirements of the approval. Failure to complete the proposed Improvement within one year from the date of the approval or within the time frames required for the installation of landscaping as set forth in the Covenants (the "Completion Deadline"), or to complete the Improvement in complete conformance with the conditions and requirements of the approval, shall constitute noncompliance; provided, however, that the ARC may grant extensions of time to individual Owners for completion of any proposed Improvements, either (a) at the time of initial approval of such Improvements, or (b) upon the request of any Owner, provided such request is delivered to the ARC in writing and the Owner is diligently prosecuting completion of the subject Improvements or other good cause exists at the time such request is made.

2.7 Notice of Completion

Upon the completion of an Improvement, the applicant for approval of the same shall give a written "Notice of Completion" to the ARC. Until the date of receipt of such Notice of Completion, the ARC shall not be deemed to have notice of completion of any Improvement on which approval (which may be with conditions and/or requirements) has been sought and granted as provided in this Section.

2.8 Inspection of Work

The ARC, or its duly authorized representative, shall have the right to inspect any Improvement at any time, including prior to or after completion, in order to determine whether or not the proposed Improvement is being completed or has been completed in compliance with the approval granted pursuant to this Section.

2.9 Notice of Non-Compliance

If, as a result of inspections or otherwise, the ARC determines that any Improvement has been done without obtaining all required approvals (which may be with conditions and/or requirements), or was not done in substantial compliance with the approval that was granted, or has not been completed by the Completion Deadline, subject to any extensions of time granted pursuant to Section 2.6 hereof, then the ARC shall notify the District of the non-compliance, and the District shall then notify the applicant in writing of the non-compliance (the "Notice of Non-Compliance"). The Notice of Non-Compliance shall specify the particulars of the non-compliance.

2.10 Correction of Non-Compliance

If the ARC determines that non-compliance exists, the Person responsible for such non-compliance shall remedy or remove the same within not more than forty-five (45) days

from the date of receipt of the Notice of Non-Compliance. If such Person does not comply with the ruling within such period, the ARC shall notify the District, and the District may, at its option, record a notice of non-compliance against the Unit on which the non-compliance exists, may impose fines, penalties and interest, may remove the non-complying Improvement, or may otherwise remedy the non-compliance, and the Person responsible for such non-compliance shall reimburse the District, upon demand, for all costs and expenses, as well as anticipated costs and expenses, with respect thereto.

2.11 Amendment

These Guidelines may at any time, from time to time, be added to, deleted from, repealed, amended, and modified, reenacted, or otherwise changed by the ARC, with the approval of the Person authorized to appoint the ARC, as changing conditions and/or priorities dictate.

2.12 Questions

If you have any questions about the foregoing procedures, feel free to call the ARC at the phone number and address listed in the Section 1.5 of these Guidelines.

Remainder of page intentionally left blank.

3 SPECIFIC TYPES OF IMPROVEMENTS / SITE RESTRICTIONS

3.1 General

The following is a listing, in alphabetical order, of a wide variety of specific types of Improvements which Owners typically consider installing, with pertinent information as to each. Unless otherwise specifically stated, drawings or plans for a proposed Improvement must be submitted to the ARC and written approval of the ARC obtained before the Improvements are made. In some cases, where it is specifically so noted, an Owner may proceed with the Improvements without advance approval if the Owner follows the stated guideline. In some cases, where specifically stated, some types of Improvements are prohibited. ARC review and approval is required on any external items not be listed below.

3.1.1 Variances

Approval of any proposed plans by the granting of a variance from compliance with any of the provisions of these Guidelines is at the sole discretion of the ARC when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require.

3.1.2 No Unsightliness

All unsightly conditions, structures, facilities, equipment, and objects, including snow removal equipment and garden or maintenance equipment, when not in actual use, must be enclosed within a structure.

3.1.3 Waivers; No Precedent

The approval or consent of the ARC to any application for approval shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent as to any application or other matters whatsoever, as to which approval or consent may subsequently or additionally be required. Nor shall any such approval or consent be deemed to constitute a precedent in any other matter.

3.1.4 Liability

The ARC and the members thereof shall not be liable in damages to any person submitting requests for approval or to any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction. The ARC shall not bear any responsibility for ensuring structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. The ARC will not make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to property with respect to architectural requests and shall not be liable for any disputes relating to the same.

3.2 Accessory Buildings

Approval is required. Approval will be based upon, but not limited to, the following criteria:

- A.** Storage sheds and/or accessory buildings must be aesthetically compatible and consistent with the style and character of the home and other homes in the same general area of the Community. Storage sheds and/or any accessory buildings shall not be more than ten (10) feet by ten (10) feet, and shall not be more than eleven (11) feet high at the peak. The roof pitch must be complementary to the existing roof on the home, unless otherwise approved by the ARC. Such storage sheds and/or accessory buildings must be permanent in nature.
- B.** Siding, roofing, and trim materials must match those on the home, unless otherwise approved by the ARC. Metal, plastic, PVC and other materials not consistent with original construction by the Builder are not permitted. TREX and engineered composite wood type products consistent with original Builder construction are permitted.
- C.** Smaller Units may not have a suitable location for a storage shed. In any case, no more than one (1) storage shed and one (1) playhouse (see Section 3.47, Playhouses) shall be permitted per Unit.
- D.** The ARC, in reviewing and approving or denying an application for approval of a storage shed or accessory building, shall take into consideration lot size, square footage of the home, the existing grading, fence locations, landscape screenings, etc.
- E.** Any utilities serving the storage shed or accessory building shall be underground.
- F.** A playhouse or play structure shall not be considered an accessory building.
- G.** Existing setbacks required of the home must be observed when placing storage sheds, accessory buildings, gazebos and playhouses. A copy of the home's plot plan filed with the location of the proposed accessory building is required with the ARR.

3.3 Additions and Expansions

Approval is required. Additions or expansions must be constructed of wood, masonite, glass, brick, stone, or other material as used in construction of the exterior of the home. The design must be the same or generally recognized as a complimentary architectural style and meet all design guidelines as may be applicable. Colors must be the same as that of the residence. Patios may not be more than twenty five percent (25%) of the entire rear yard of the Unit unless otherwise approved by the ARC.

3.4 Address Numbers

Approval is required to replace, alter or relocate existing address numbers, unless the address numbers are replaced using the same style, color and type of number currently on the residence.

3.5 Air Conditioning Equipment

Approval is required for all air conditioning equipment including evaporative coolers (swamp coolers) and attic ventilators installed after the initial construction.

Approval is not required for replacement of existing air conditioning equipment with like equipment located in the same location as the equipment being replaced.

No heating, air conditioning, air movement (e.g. swamp coolers) or refrigeration equipment shall be placed or installed on rooftops, or extended from windows. Ground mounted or exterior wall air conditioning equipment installed in the side yard must be installed in a manner so as to minimize visibility from the street and minimize any noise to adjacent property Owners.

3.6 Antennae/Satellite Dishes

3.6.1 General Provisions

"Permitted Antennas" are defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive broadcast television broadcast signals; or (d) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section. Installation of Permitted Antennas shall not require the approval of the ARC.

- A.** All Permitted Antennas shall be installed with emphasis on being as unobtrusive as possible to the Community. To the extent that reception is not substantially degraded or costs unreasonably increased, all Permitted Antennas shall be screened from view from any street and nearby Units to the maximum extent possible, and placement shall be made in the following order of preference:
 - (1) Inside the structure of the house, not visible from the street
 - (2) Rear yard or side yard, behind and below the fence line
 - (3) Rear yard or side yard, mounted on the house, in the least visible location

- below roofline
- (4) Side yard in front of wing fence, screened by and integrated into landscaping
- (5) Back rooftop
- (6) Front yard screened by and integrated into landscaping

B. If more than one (1) location on the Unit allows for adequate reception without imposing unreasonable expense or delay, the order of preference described above shall be used, and the least visible site shall be selected.

C. Permitted Antennas shall not encroach upon common areas or any other Owner's property.

3.6.2 Installation of Antennae/Satellite Dishes

A. All installations must comply with all applicable building codes and other governmental regulations, and must be secured so they do not jeopardize the safety of residents or cause damage to adjacent properties. Any installation must strictly comply with FCC guidelines.

B. All Permitted Antennas shall be no larger, nor installed more visibly, than is necessary for reception of an acceptable signal.

C. Owners are responsible for all costs associated with the Permitted Antenna, including but not limited to costs to install, replace, repair, maintain, relocate, or remove the Permitted Antenna.

D. All cabling must be run internally when feasible, must be securely attached, and must be as inconspicuous as possible. Permitted Antennas, masts and any visible wiring may be required to be painted to match the color of the structure to which they are attached. The Owner should check with the installer/vendor for the appropriate type of paint.

E. All other antennas, not addressed above, are prohibited.

3.7 Awnings

Approval is required. Awnings should be an integral part of the house or patio design. The color shall be complimentary to the exterior of the residence, and shall be substantially solid in color; provided, however, that limited patterns or striping may be approved.

See Section 3.39, Overhangs/Sunshades/Awnings – Cloth or Canvas.

3.8 Backyard Sport Pads.

Approval is required. Backyard, concrete pads for “sport” type courts must be approved by the ARC. The ARC will consider backyard sport courts based on pad size, Unit lot size and proximity to other Units. Sport equipment installed or stored on or around the pad must be maintained at all times in a neat and clean manner.

3.9 Balconies

See Section 3.17, Decks.

3.10 Barbecue/Gas Grills

Approval is not required. All barbecue grills, smokers, etc. must be stored in the rear yard or within an enclosed structure, not visible from the front of the home.

3.11 Basketball Backboards

Approval is not required, subject to the following limitations. No basketball backboards shall be attached to the garage. Only portable basketball backboards shall be allowed if the following guidelines are met:

- A.** Portable units cannot be placed in the public rights of way, streets, sidewalks or street lawns.
- B.** Location must be in the driveway, at least half of the length of the driveway away from the street, or in the side or rear yard.
- C.** Portable basketball backboards may be left out when not in use only if the backboard, hoop, and net are in good repair. Portable basketball backboards that are not in good repair, including the hoop and net, must be stored out of sight when not in use and may not be left out for more than 24 hours.
- D.** Permanent garage or pole mounted basketball hoops are not permitted.

3.12 Birdbaths

Approval is not required, subject to the following limitations. Placement in front or side yard is not allowed. Birdbaths are only permitted in the rear yard.

See Section 3.66, Statues or Fountains.

3.13 Birdhouses and Bird Feeders

Approval is not required, subject to the following limitations. If installed in the rear yard and the size is limited to one foot by two feet, no approval is required. No more than

three of each of a birdhouse or bird feeder shall be installed on any Unit. Birdhouses or bird feeders may be mounted on a pole, provided the pole shall not exceed five (5) feet in height.

3.14 Carports

Approval will not be granted.

3.15 Clothes Lines and Hangers

Approval is not required, subject to the following limitations. Clotheslines may only be placed in the rear yard. Fixed clotheslines and hangers are not permitted. Temporary drying structures will be permitted so long as such structures are used solely in the rear yard of a lot and are immediately removed from sight after each use. Retractable clotheslines with permanent fixtures require approval.

3.16 Cloth or Canvas Overhangs

See Section 3.39, Overhangs/Sunshades/Awnings – Cloth or Canvas.

3.17 Decks

Approval is required. The deck must be harmonious (in configuration, detail, material and color) with the architecture of the house. Modifications or additions to Builder installed decks must incorporate the same materials, colors and detailing as the Builder's or approved existing deck. TREX or similar engineered composite wood type products are the preferred material for construction. Plastic, PVC or similar materials are prohibited.

The appropriate governmental permits are also required.

The deck should be located so as not to create an unreasonable level of noise for adjacent property Owners.

Changes in grade or drainage pattern must not adversely affect adjoining properties and shall comply with drainage change requirements of the Covenants.

Upper-level decks shall be attached directly to the house. Only ground level decks may be approved as freestanding decks. Decks shall not extend beyond the Unit boundaries into any common area. Depending on Unit location and orientation, decks should not project beyond the side walls of the house. The side walls of the house are defined as the major (structural) side walls and do not include bay windows, chimney enclosures, porches or other such projections. In certain situations, stairs and some portions of the deck may extend up to 4' beyond the side walls.

A solid trim board shall be provided on any open side of the deck to conceal the joists

and cut ends of the decking. Underdeck screening should be compatible with the architecture of the house and deck. Any lattice must be properly framed and recessed.

Railings and other features such as privacy screens for attached housing must match the approved Builder design.

3.18 Dog Houses

Approval is required. Dog houses are restricted to ten (10) square feet and must be located in a fenced back yard or dog run. Dog houses must be installed at ground level, and must not be visible above the fence. Dog houses must also match the colors and materials of the exterior of the home. Limit of one dog house per Unit.

3.19 Dog Runs

Approval is required. Dog runs must be located in the rear or side yard, abutting the home and substantially screened from view by planting fast-growing or mature trees or shrubs. Dog runs will be limited to two hundred (200) square feet, unless a variance is granted by the ARC. Dog run fences should be left natural in color and sealed to prevent weathering. Dog runs must be made of wood. Please refer to the fence details in **Exhibit A** for approved heights, stains and designs. Covers (ex: tarps, sheets, blankets, etc.) on dog runs are not allowed.

3.20 Doors

Approval is not required for an already existing main entrance door to a home or an accessory building if the material matches or is similar to existing doors on the house and if the color is generally accepted as a complimentary color to that of existing doors on the house. Complementary colors would be the body, trim or accent colors of the house or white (for storm/screen doors).

- A.** Storm Doors. Approval is not required for storm doors (defined as a door installed in front of an exterior access door to protect it from weather but to allow ventilation) as long as the door is complimentary with the color scheme of the home. Owners wishing to utilize a different color must first obtain approval.
- B.** Security Doors and Windows. All security or security-type doors and windows (defined as those that include mechanisms, features or measures to strengthen the door or window against breaching or breaking and entering) must be approved prior to installation.

3.21 Drainage

The Covenants require that there be no interference with the established drainage pattern over any property. The established drainage pattern means the drainage pattern which exists at the time final grading of a Unit by the Developer or a Builder is completed.

When installing your landscaping, it is very important to insure that water drains away from the foundation of the house and that the flow patterns prevent water from flowing under or against the house foundation, walkways, sidewalks, and driveways into the street. The ARC may require a report from a drainage engineer as part of landscaping or improvement plan approval. Landscaping and all drainage from downspouts off the house should conform to the established drainage pattern. Sump pump drainage should be vented a reasonable distance from the property line, on the Owner's property, to allow for absorption. Adverse effects to adjacent properties, including District lands, sidewalks and streets, will not be tolerated.

3.22 Driveways

Approval is required for any changes or alterations to driveways. This includes construction of a pull-off area to the side of the driveway and/or concrete driveway extensions. Only clear sealant may be used on the driveway (no colors) and Owners will be required to maintain the driveways against oil spills, spalling/peeling/etc.

The garage area and driveway of each Unit are first to be fully used for parking of vehicles, before any street parking is done. However, notwithstanding the foregoing, any vehicles may be parked on streets, as a temporary expedient for loading, delivery, or emergency. Parking is prohibited on landscaped or gravel areas adjacent to driveways. Parking is only permitted in the garage area, on the driveway, or on the street.

3.23 Evaporative Coolers

Approval is required. No rooftop or window mount installations are allowed.

See Section 3.5, Air Conditioning Equipment.

3.24 Exterior Lighting

See Section 3.37, Lights and Lighting.

3.25 Fences

3.25.1 General Statement

Fences constructed by the Developer or Builder along or abutting property lines, arterial streets, collector streets, and local streets may not be removed, replaced, painted a different color or altered, including, adding a gate, without approval of the ARC.

- A. If any such fences constructed by the Developer or Builder which are located upon an Owner's property are damaged or destroyed, the Owner shall repair or recondition the same at the Owner's expense.

- B. Some fences may be located upon property owned by the District and, if so, the approval of the District shall also be obtained before any such fence is removed, replaced, painted or altered.

3.25.2 Theme Fencing

(Fencing that has been installed by the Developer or Builder along or abutting property lines on residential streets, parks, green belts, or non-urban areas)

- A. Arterial/Perimeter Fencing (along major roadways): No change in this fencing is permitted without approval of the ARC.
- B. Non-Arterial Fencing: Open fence that is adjacent to or abuts open space shall not be changed.

3.25.3 Fence Designs

All rear or side yard fences along property lines require approval of the ARC.

- A. All fencing shall comply with the fence specifications in **Exhibit A**.
- B. Double fencing of property lines is not permitted.
- C. Wire mesh fencing may, upon approval of the ARC, be installed on the inside of the fence for pet security.

3.25.4 Maintenance/Staining

All fences constructed on a Unit shall be maintained, repaired and replaced by the Owner of such Unit. Regular physical and aesthetic maintenance of fencing is required. All fences must be finished using the stain as specified in Exhibit A. Owners will still be required to submit their staining request to the ARC and this will be reviewed in-house with no additional submittal fee.

3.25.5 Additional Fence Requirements

- A. No electric fences are permitted (other than pet containment fencing installed below grade).
- B. It is important to remember that certain drainage patterns may exist along, or under, proposed fence locations. When constructing a fence, be sure to provide for adequate space between the fence and the ground to accommodate these drainage patterns.
- C. When making a submittal for fencing, include the style and height of the fence, color of stain, and all other descriptive details, as well as an elevation drawing

with dimensions of the fence and a plot plan with the location of the fence clearly marked.

- D.** At the discretion of the ARC, Units may have a privacy fence installed to border the deck pad only; provided the deck pad privacy fencing is included in the Unit's fence plan.

3.25.6 Prior Approved Fencing

To the extent that fencing has been previously approved by the ARC based on a prior version of these Guidelines, such fencing will be required to be compliant with this section and **Exhibit A** at such time as the fence is replaced, or whenever any repair is required or made to more than twenty five (25) percent of the existing fencing material.

3.25.7 Pet Fencing

Pet fencing may include any invisible fence on or within the perimeter boundary of an Owner's site per the above fencing standards.

See Section 3.18, Dog Houses and Section 3.19, Dog Runs.

3.26 Fire Pits

Approval is required for all permanent or built-in structures. Approval is not required for portable units.

3.27 Firewood Storage

All firewood must be located in the side or rear yard, must be neatly stacked, shall not be visible from any street or the ground level of any other Unit, and must not be located so as to block established drainage patterns.

3.28 Flags/Flagpoles

Approval is required for any freestanding flagpole.

Approval is not required for flagpoles mounted to the front of the residence provided that the flags displayed thereon (if other than an American Flag) are temporary in nature and are only displayed on holidays or in celebration of specific events. They must not be placed earlier than thirty (30) days prior to the start of the particular holiday/event or celebration and must be removed no later than thirty (30) days following the particular holiday/event or celebration. Under no circumstance may the height of the flagpole exceed the height of the roofline of the residence. Flag size cannot exceed five (5) feet in length and three (3) feet in width.

American Flags: Owners shall be permitted to display an American flag in accordance with the Federal Flag Code and as follows:

- A. The flag shall be no larger than three (3) feet by five (5) feet.
- B. The flag may be displayed in a window or from a flagpole projecting horizontally from a location on the front of the dwelling.
- C. Flags and/or flagpoles shall be replaced as necessary in order to prevent wear and tear.
- D. Flags may not be illuminated without prior written approval of the ARC. Any request for lighting must detail the type and location of lighting. Lighting shall be placed so as not to disturb Owners of neighboring Units.

An Owner or resident may display a service flag bearing a star denoting the Owner's or resident's or his family member's active or reserve U.S. military service during a time of war or armed conflict. The flag may be displayed on the inside of a window or door of the home on the Unit. The flag may not be larger than nine (9) inches by sixteen (16) inches.

3.29 Gardens – Flower or Vegetable

Approval is not required for flower or vegetable gardens that do not exceed one hundred (100) total square feet. All flower gardens must be weeded, cared for and maintained. Vegetable gardens shall be located in the rear or side yard.

3.30 Gazebos

Approval is required. A gazebo must be an integral part of the rear yard landscape plan and must be similar in material and design to the residence. The color must be generally accepted as a complementary color to the exterior of the residence.

3.31 Grading and Grade Changes

See Section 3.21, Drainage.

3.32 Greenhouses

Approval is required. Generally, greenhouses are discouraged due to the extensive maintenance required. Approval will be based upon but not limited to general aesthetics, quality and permanence of materials used. Adequate screening will be required.

3.33 Hanging of Clothes

See Section 3.15, Clothes Lines and Hangers.

3.34 Hot Tubs and Jacuzzis

Approval is required. Hot tubs and Jacuzzis must be an integral part of the deck or patio area and of the rear yard landscaping, and be installed in such a way that it is not immediately visible to adjacent property Owners and that it does not create an unreasonable level of noise for adjacent property Owners. In some instances, additional plant material around the hot tub may be required for screening. Non-vegetative screening materials should match or complement the house or deck structure. Prefabricated hot tub enclosures will be evaluated on a case-by-case basis, and may require additional plant material screening.

3.35 Kennels

Approval will not be granted. Breeding or maintaining animals for a commercial purpose is prohibited.

Also see Section 3.19, Dog Runs.

3.36 Landscaping

Approval is required except for the replacement of materials with like materials. The plot plan of the residence and yard must be provided at a measurable scale. All organic materials (plants, shrubs, trees, etc.), building materials (stone, wood, edging, etc.), must be clearly labeled in detail.

The current, approved landscape requirements are attached in **Exhibit B**. All new landscape installations and Improvements must meet these requirements.

Builder installed landscaping is pre-approved.

Significant structural elements related to landscaping, such as retaining walls, paved areas, steps, etc., must be submitted for review and approval. Changes in grade or drainage pattern must not adversely affect adjoining properties and shall comply with drainage change requirements of the Covenants.

Plant materials should be appropriate in character, habitat, species, size (both installed and mature), number and arrangement for their purpose and surroundings.

Owners are responsible for compliance with all, County laws and regulations regarding landscaping, including tree installation and approved tree species. Certain tree species, such as Russian Olive, are not permitted by the County or State. Notwithstanding, the ARC shall not review landscaping plans for compliance with any such laws or regulations.

Mulch material shall be selected recognizing that high winds may be present. Mulches

that “knit” together and hold to the ground should be used. Owners are responsible for removal of any mulch material that blows into other Owners’ property or the common areas of the District.

Stone used as accent elements, ground cover or paving material should be chosen so that its color, size and installation complement the architecture of the house, the natural environment and associated plan materials. Monolithic paving of yards or covering yards with decorative stones as a primary design element is prohibited.

Parking is prohibited on landscaped or gravel areas adjacent to driveways.

3.37 Lights and Lighting

Approval is not required for replacing existing lighting, including coach lights, with the same or similar lighting style and color as originally installed.

Approval is required to modify or add exterior lighting.

Approval is required to install motion detector spotlights, spotlights, floodlights or ballasted fixtures (sodium, mercury, multi-vapor, fluorescent, metal halide, etc.).

- A.** Considerations will include, but may not be limited to, the visibility, style and location of the fixture.
- B.** Exterior lighting for security and/or other uses must be directed at the ground and house, whereby the light cone stays within the property boundaries and the light source does not cause glare to other properties (bullet type light fixtures are recommended).
- C.** Ground lighting along walks must be maintained in a working and sightly manner. Low- voltage or solar powered ground lighting fixtures which are typically affixed by stakes or similar posts are to be maintained in good aesthetic repair, be functional, not be a tripping or other physical hazard along pedestrian pathways, and remain generally vertical in their presentation.
- D.** The addition of a front yard light post will be allowed with approval and pursuant to the following:
 - (1) Exterior lights must be conservative in design and be as small in size as is reasonably practical.
 - (2) Exterior lighting should be directed toward the ground and be of low voltage to minimize glare onto neighboring properties and the street.
 - (3) Soft, outdoor pedestrian-oriented lighting should be used with dark colored lighting fixtures so as to be less obtrusive.
 - (4) The light post should match or complement the architecture of the

home in design, size, color, and finish along with any existing light fixtures.

- (5) Light posts shall be located at an appropriate distance from the right-of-way and property line to minimize glare onto neighboring properties and the street and should be integrated into the natural or architectural features of the site.
- (6) Light or lamp posts shall not be erected higher than 6' feet from ground level, unless approved by the ARC.
- (7) All lighting should not be intrusive to neighboring properties and must meet all County requirements.

Holiday lighting and decorations do not require approval. It is required that they not be installed more than thirty (30) days prior to the holiday. They shall be removed within thirty (30) days following the holiday.

3.38 Ornaments/Art - Landscape/Yard

Approval is not required for yard ornaments which are installed in the rear yard and which are of a height less than three (3) feet.

Up to three (3) small (less than 12 inches in height) front yard ornaments may be installed in the front yard without approval, as long as the ornament is installed at ground level and the color and design integrate into the landscape.

Approval is required for any other yard ornaments.

See Section 3.66, Statues or Fountains.

3.39 Overhangs/Sunshades/Awnings- Cloth or Canvas

Approval is required. An overhang should be an integral part of the house or patio design. The color must be the same as, or generally recognized as, a complementary color to the exterior of the residence. A swatch of material to be used must be provided with the review submittal.

See Section 3.41, Patio Covers.

3.40 Painting

Approval is not required if color and/or color combinations are identical to the original manufacturer color established on the home and/or accessory improvement. Any changes to the color scheme must be submitted for approval and must conform to the general scheme of the Community.

- A. You will need to submit the ARR with your color samples, with a general description of the colors of the next four (4) houses on either side of your home (or photos showing the colors of the next four (4) houses on either side of your

home).

- B.** The ARC will not approve submittals without a description or photos of neighbors' paint colors.
- C.** Outlining the garage door panels in a contrasting color or in a checker board design is not permitted.
- D.** Most homes have multiple tone paint schemes (e.g., body color, trim color and accent color for shutters and doors). New colors submitted should preserve this multiple tone scheme.
- E.** Color selections should be submitted to the ARC in the form of manufacturer's paint chips. Please indicate which color chips are for trim, body and accent (doors and shutters) color.
- F.** In general, after approval, only those areas that are painted may be repainted and only those areas that are stained may be re-stained; unpainted and unstained areas (such as brick or stone) shall remain unpainted and unstained.

3.41 Patio Covers

Approval is required. Patio covers must be constructed of material consistent with the home and be similar or generally recognized as complementary in color to the colors on the house. Freestanding patio covers may be permitted as well as extensions of the roof.

3.42 Patios - Enclosed

See Section 3.3, Additions and Expansions.

3.43 Patios - Open

Approval is required. Open patios must be an integral part of the landscape plan and must be located so as not to create an unreasonable level of noise for adjacent property Owners. In some instances, additional plant material around the patio may be required for screening or integration into the landscape design. The patio and materials must be similar or generally accepted as a complementary color and design to the residence. Patios may not be more than twenty five (25) percent of the entire rear yard of the Unit unless otherwise approved by the ARC.

See Section 3.17, Decks.

3.44 Paving

Approval is required, regardless of whether for walks, driveways, patio areas or other purposes, and regardless of whether concrete, asphalt, brick, flagstones, stepping stones, pre-cast patterned, or exposed aggregate concrete pavers are used as the paving material.

See Section 3.11, Driveways.

3.45 Pipes

Approval is required for all exterior pipes, conduits and equipment. Adequate screening may also be required.

3.46 Play Structures and Sports Equipment

Approval is required. Consideration will be given to adjacent properties (a minimum five (5) foot setback from the property line, is required for trampolines, swing sets, fort structures, etc.) so as not to create an undue disturbance. In some instances, additional plant material around the equipment may be required for screening. Wood structures must be constructed of pressure treated or other weather resistant materials. All play equipment must be maintained in a good and sightly manner. The use of multi-colored cloth/canvas tarps will not be approved. Height of any play structure or sports equipment may not exceed twelve (12) feet.

3.47 Playhouses

Approval is not required if a structure is less than twenty four (24) square feet and less than six (6) feet high, from highest point to the ground.

Approval is required for structures greater than twenty four (24) square feet and/or greater than six (6) feet high, from the highest point to the ground.

See Section 3.2, Accessory Buildings.

3.48 Poles

See Section 3.28, Flags/Flagpoles.

3.49 Ponds and Water Features

Approval is required. Considerations by the ARC will include, but not be limited to, the following criteria:

- A.** Must be integrated into landscape scheme.
- B.** Setback shall be a minimum of five (5) feet from all property lines.
- C.** Must not affect existing drainage on the lot or off the property.
- D.** Must be maintained at all times.

- E. The maximum height of all fountain/pool elements and their spray is not allowed to be higher than four (4) feet from the ground plane.

3.50 Pools

Approval is required. Pools must be placed in the rear yard and be an integral part of the deck or patio area. They should be located in such a way that they are not immediately visible to adjacent property Owners (i.e. screened with plant material). Above ground pools and temporary pools are prohibited. One (1) wading pool, if less than eighteen (18) inches high and eight (8) feet in diameter, per Unit, is permitted on a temporary basis without prior approval, if placed in the rear yard.

See Section 3.34, Hot Tubs and Jacuzzis.

3.51 Radio Antennae

See Section 3.6, Antennae/Satellite Dishes.

3.52 Radon Mitigation Systems

Approval is required. Equipment must be painted a color similar or generally accepted as complimentary to the exterior of the house. All equipment shall be installed so as to minimize its visibility.

3.53 Roofing Materials

Approval is required for all roofing materials other than those originally used by the Builder. All buildings constructed on a Unit should be roofed with the same or greater quality and type of roofing material as originally used by the Builder.

Approval is not required for repairs to an existing roof with the same building material that exist on the building.

3.54 Rooftop Equipment

Approval is required. Equipment must be painted a color similar or generally accepted as complimentary to the roofing material of the house. All rooftop equipment shall be installed so as to minimize its visibility.

See Section 3.64, Solar Energy Devices.

3.55 Satellite Dishes

See Section 3.6, Antennae/Satellite Dishes.

3.56 Saunas

See Section 3.2, Accessory Buildings.

3.57 Screen Doors

See Section 3.20, Doors.

3.58 Seasonal Decorations

Approval is not required if installed on a lot within thirty (30) days of a holiday, provided that an Owner is keeping with the Community standards, and provided that the decorations are removed within thirty (30) days of the holiday.

See Section 3.37, Lights and Lighting.

3.59 Security Devices.

Approval is not required. Security devices, including cameras and alarms, must be selected, located and installed so as to be an integral part of the house and not distract from the home's architecture and appearance. Cameras and housing sirens, speaker boxes, conduits and related exterior elements should be unobtrusive and inconspicuous. Such devices should be located where not readily visible and should be a color that blends with or matches the surface to which it is attached.

3.60 Sheds

See Section 3.2, Accessory Buildings.

3.61 Shutters - Exterior

Approval is required. Shutters should be appropriate for the architectural style of the home and be of the appropriate proportion to the windows they frame. Shutters should be the same color as the "accent" color of the home (typically the same as the front door or other accent details).

3.62 Siding

Approval is required. Vinyl siding will not be allowed.

3.63 Signs

Approval is not required for one (1) temporary sign advertising property for sale or lease or one (1) open house sign, which shall be no larger than five (5) square feet and which are conservative in color and style; one (1) yard/garage sale signs which is no larger than 36" x 48"; and/or burglar alarm notification signs, ground staked or window mounted

which are no larger than 8" x 8" Such signs may be installed in the front yard or on the back yard fence of the Unit.

Political signs (defined as signs that carry a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue) may be displayed within the boundaries of an Owner's or resident's Unit without approval, subject to the following:

- A. Political signs may not be displayed earlier than 45 days before the day of the election and must be removed no later than seven days after the election.
- B. No more than one political sign per political office or ballot issue that is contested in the pending election may be displayed.
- C. Political signs shall not exceed 36" by 48" in size.

Approval is required for all other signs. No lighted sign will be permitted unless utilized by the Developer and/or a Builder.

3.64 Solar Energy Devices

Approval is required in order to review aesthetic conditions. Photovoltaic (PV) Solar panels must lay flat on the roof, meet all applicable safety, building codes and electrical requirements, including solar panels for thermal systems (solar water heaters). The ARC is allowed to request changes as long as they don't significantly increase the cost or decrease the efficiency of the proposed device and panels. Please also see Colorado Law C.R.S. 38-30-168, which governs the review and the Owner's installation of such devices.

3.65 Spas

See Section 3.34, Hot Tubs and Jacuzzis.

3.66 Statues or Fountains

Approval is not required if statues or fountains are installed in the rear yard and are not greater than four (4) feet in height from the highest point, including any pedestal.

Approval is required if the statue or fountain is proposed for the front yard. Statue or fountain location in the front yard should be located close to the main entrance of the house.

See Section 3.12, Birdbaths and Section 3.38, Ornaments/Art – Landscape/Yard

3.67 Storage Sheds

See Section 3.60, Sheds and Section 3.2, Accessory Buildings.

3.68 Sunshades

See Section 3.39, Overhangs/Awnings – Cloth or Canvas and Section 3.41, Patio Covers.

3.69 Swamp Coolers

See Section 3.5, Air Conditioning Equipment, Section 3.23, Evaporative Coolers, and Section 3.54, Rooftop Equipment.

3.70 Swing Sets

See Section 3.46, Play Structures and Sports Equipment.

3.71 Television Antennae

See Section 3.6, Antennae/Satellite Dishes.

3.72 Tree Houses

Approval will not be granted. Tree houses are not permitted.

3.73 Vanes

See Section 3.77, Weather Vanes and Directionals.

3.74 Vents

See Section 3.54, Rooftop Equipment.

3.75 Walls

See Section 3.25, Fences and Section 3.76, Walls, Retaining.

3.76 Walls, Retaining

Approval is required. Front yard retaining walls shall not exceed thirty (30) inches in height. In the side yard, retaining walls up to thirty (30) inches high, with a planted slope above the wall, may be constructed. In no event shall rear yard retaining walls exceed four (4) feet in height unless installed by the Builder or Developer. All retaining walls shall comply with applicable requirements of the Jefferson County and shall not significantly alter the drainage patterns on the lot or adjacent properties (including District or public areas). Retaining walls shall be constructed with boulders, stone, brick or split face modular concrete block facing units installed per manufacturer instructions.

New or old creosote treated timber railroad ties are prohibited.

3.77 Weather Vanes and Directionals

Approval is required.

3.78 Wind Electric Generators

Approval is required. In addition to ARC approval, windmills and any other type of fixture, which fall under the criteria of a wind generator, or are used to generate power etc., must meet the requirement of the C.R.S. 40-2-124 and any regulations of the Colorado Public Utilities Commission.

3.79 Windows Replacement

Approval is required. Considerations will include, but may not be limited to, size, color, existing and proposed window style and style of home.

3.80 Windows: Tinting, Security Bars, Well Covers, etc.

Approval is not required for window well covers that are manufactured with metal or plexiglass. All others will require ARC approval.

Approval is required for any visible window tinting. Highly reflective and/or dark tinting is considered too commercial for residential applications and is not permitted.

Approval is required for security bars and may not be approved on second story windows and other windows visible to the street.

3.81 Work Involving District Property

Approval is required. Generally, driving vehicles, including wheelbarrows, across District property is not permitted. However, when circumstances warrant, the Board of Directors will consider requests provided that prior approval is requested and the Owner advances funds as may be reasonably required by the Board of Directors to repair any damage. The actual restoration of the District property will be done by the District.

3.82 Xeriscape

Approval is required. Using drought tolerant plantings and other water conservation methods of landscaping is encouraged; however, the design must be approved. Xeriscape uses much less water than typical suburban residential landscape, but it does not mean that large areas of river rock or mulch will be allowed in place of green, growing plant material.

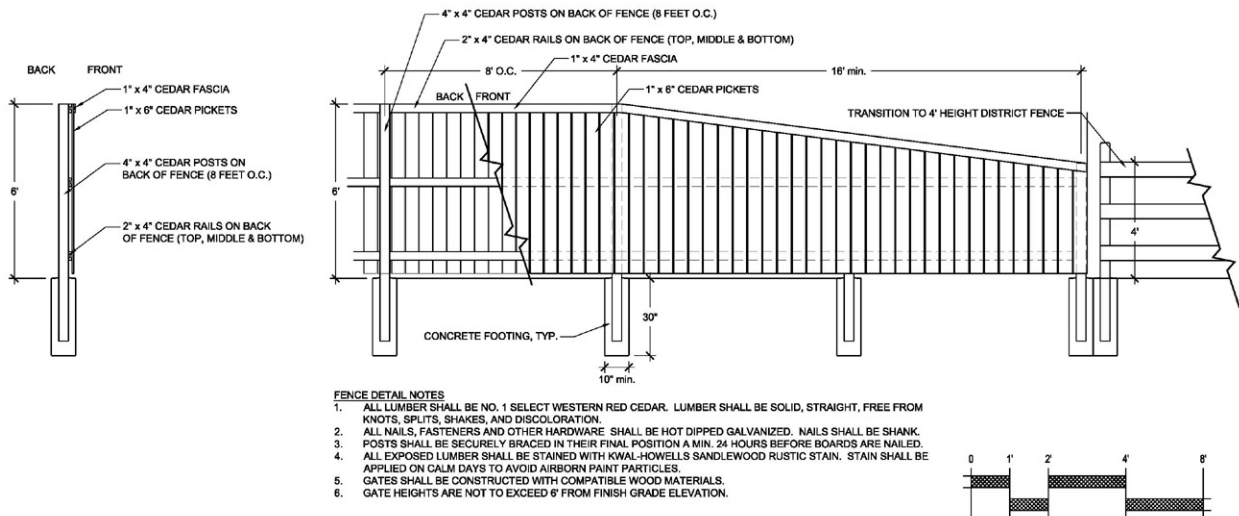
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EXHIBIT A

DISTRICT LOT FENCE SPECIFICATION

The following fence specification is for perimeter lot fencing not installed and maintained by the District. Please note minimum required fence setback from front of home, as measured from the front corner of each side of the home, not including any porches or patios which extend therefrom, is 10'. The side yard fence of certain lots may face a right of way (road). It is the owner's responsibility to install side yard fence in compliance with any County required setback from right of way. Patio privacy fencing described in the Design Guidelines shall be submitted by Owner and approved on a case by case basis. Note that all side-yard fencing adjoined another lot must be installed on the property line. Perimeter lot fencing shall be 6' cedar picket as described below. Where perimeter fencing terminates at District open space railed fence, a 16' maximum height transition to 4' District fence height as described below shall be required.

Figure 1. Fence Detail



FENCE DETAIL NOTES

1. All lumber shall be no.1 select western red cedar. Lumber shall be solid, straight, free from knots, splits, shakes, and discoloration.
2. All nails, fasteners and other hardware shall be hot dipped galvanized. Nails shall be shank.
3. Posts shall be securely braced in their final position a min. 24 hours before boards are nailed.
4. All exposed lumber shall be stained with Behr Transparent waterproofing wood finish, part #401 Cedar Natural Tone. Stain shall be applied on calm days to avoid airborne paint particles.
5. Gates shall be constructed with compatible wood materials. Gate heights are not to exceed 6' from finish grade elevation.

EXHIBIT B

LANDSCAPE REQUIREMENTS

The use of drought tolerant plants is highly encouraged. **Builder installed landscaping plans are pre- approved; no approval is required for STANDARD builder installed landscaping.** If Owner negotiates alterations or additions to STANDARD landscape offering, approval is required.

TIMING OF LANDSCAPE INSTALLATION

The Owner (other than a Developer or Builder) of each Unit shall install landscaping on such Unit, and on adjacent tree lawn areas, within one hundred (180) days after acquisition of the Unit by the Owner if such acquisition closes between April 1 and July 31. If such acquisition does not occur between April 1 and July 31, then all landscaping shall be installed by the Owner by the following June 30.

PLANT MATERIAL & LOCATION

Landscaping shall consist of trees, shrubs, ground covers, annual and perennial flowers, turf grasses, mulches and automatic irrigation. In the case of shade or ornamental trees (deciduous), plantings may not be installed closer than 6 feet (6') from the property line. In the case of evergreen trees (conifer), plantings may not be installed closer than 10 feet (10') from the property line. Select a variety of plant species including deciduous and evergreen trees and shrubs.

Mulch material shall be selected recognizing that high winds may be present in District. Mulches that "knit" together and hold to the ground should be used.

Thorny plants shall not be located within 10 feet of sidewalks or walkways. Planting beds must be separated from turf by edging.

STREET TREES

All tree lawns shall contain deciduous trees spaced at one (1) tree per forty (40) linear feet.

STANDARD OPTION – FRONT YARD

The area from the back of the sidewalk to the front of the building and side yard wing is defined as the front yard. Additional appurtenances, landscape elements, and decorative entry features may be allowed and will be reviewed on a case by case basis.

Plant material required in the FRONT YARD based on lot width

Suggested Turf Coverage: (Artificial Turf is not allowed)

50-55' Wide Lot (59' Max – Suggested 40% min / 50% max
60-70' Wide Lot (74' Max) – Suggested 40% min / 40% max
75'+ Wide Lot – Suggested 25% min / 40% max.

50-55' Wide Lot (59' Max.) - 12 shrubs / 1 Deciduous Tree, 1 Evergreen Tree
or 1 Ornamental Tree
60-70' Wide Lot (74' Max.) - 16 shrubs / 1 Deciduous Tree, 1 Evergreen Tree
or 1 Ornamental Tree
75'+ Wide Lot - 26 shrubs / 1 Deciduous Tree, 1 Evergreen Tree or 1
Ornamental Tree

Ornamental grasses may be substituted for shrubs at a rate of 3 to 1.

STANDARD OPTION - SIDE YARDS

Internal Side Yard

- The portion of the lot between neighboring homes defined as the area between the building, side property line, rear of building and behind the front fence wing walls.
- May be covered in rock or mulch, no plant material is required.

External Side Yards

- Side yards on corner lots exposed to public view. Defined as the area between the building, back of sidewalk along the side property line, rear of building and in front of the front fence wing walls.
- Shall be landscaped with shrubs and trees at the rate of one tree and 10 shrubs per 40 linear feet of side yard.

STANDARD OPTION - REAR YARD

The rear yard is that portion of the lot between the rear property line and the rear of the building.

In rear yards there shall be at least 35% long-lived plant material (turf, trees, shrubs or ornamental grasses), no more than 25% short-lived plant material (perennials or annuals), and no more than 25% non-living material. Mulch areas or planting beds in rear yards must have plant material cover the mulch at a rate of 50% coverage at installation and 75% coverage at maturity. Natural turf shall be limited to no more than 45% of the area to be landscaped.

STANDARD OPTION - IRRIGATION

All landscaping shall include automatic irrigation.

XERIC OPTION – FRONT YARD

The area from the back of the sidewalk to the front of the building and side yard wing walls is defined as the front yard. Additional appurtenances, landscape elements, and decorative entry features may be allowed and will be reviewed on a case by case basis. The xeric option may also require review by the County.

Turf Requirement: no turf is required.

Rock and inorganic mulches are limited to not more than 50% of the area to be landscaped. 50% of all rock and other mulch areas shall be covered with living plant material.

Brick pavers, asphalt pavers, and natural stone limited to not more than 40% of the landscaped area.

Features: One of the following features shall be incorporated:

Wall – 1 to 2.5 feet high decorative natural stone, stucco or approved option.

Fence – in accordance with the fence requirements of District.

Berms – low earth berm 2.5 feet tall max. Slopes not to exceed one foot rise for each 4 feet of run.

Natural Boulders – 2 – two feet by three feet minimum.

XERIC OPTION – SIDE YARD

The side yard is the portion of the lot between the building, side property line, rear of building and behind the front fence wing walls.

Internal Side Yards – May be covered in rock or mulch, no plant material is required.

External Side Yards - On corner lots exposed to public view, they shall be landscaped by combining visible side and front yard areas and applying front yard standards.

XERIC OPTION – REAR YARD

The rear yard is that portion of the lot between the rear property line and the rear of the building.

Turf or xeric landscaping is not required except when the rear yard at a corner lot is exposed to public view, then it shall be landscaped with turf or xeric landscaping.

In rear yards there shall be at least 35% long-lived plant material (turf, trees, shrubs or ornamental grasses), no more than 25% short-lived plant material (perennials or annuals), and no more than 25% non-living material. Mulch areas or planting beds in rear yards must have plant material cover the mulch at a rate of 50% coverage at installation and 75% coverage at maturity. Natural turf shall be limited to no more than 45% of the area to be landscaped. Artificial turf is allowed in the rear yard.

XERIC OPTION - IRRIGATION

All landscaping shall include automatic irrigation.



Irrigation Repair Proposal

| | |
|----------------------|-----------|
| Proposal By: | |
| Tom and Jose | |
| Metco Landscape Inc. | |
| Proposal Date | 8/29/2019 |

| | |
|-----------------------------------------------------------------|--|
| Submitted To: | |
| Pat Shannon, Assistant District Manager | |
| CliftonLarsonAllen LLP | |
| 8390 E Crescent Parkway, Suite 300, Greenwood Village, CO 80111 | |
| City, State, Zip | |

| | |
|---------------------------------|--|
| Job Location | |
| HAWTHORN METRO DISTRICT | |
| 58TH AND GILBERT ST. GOLDEN, CO | |

| | |
|-------------------------------|-----------|
| Accounting Information | |
| Job # | 18-05-318 |
| AR Cust | HAWTDIST |

Description of Services to be Performed

| | <i>Qty</i> | <i>Rate</i> | <i>Total</i> |
|---------------------------------------|------------------------------------------------------------------------------------------------------------|-------------|--------------|
| Irrigation Tech Labor (Hours) | 4.00 | \$65.00 | \$260.00 |
| Irrigation Helper (Hours) | 4.00 | \$51.00 | \$204.00 |
| Materials | 1.00 | \$41.40 | \$41.40 |
| Irrigation Repairs as follows: | | | |
| 1 | North Gilbert Street- troubleshoot zone #29, potential malfunctioning decoder or solenoid | | |
| 2 | North Gilbert Street & West 59th Ave.- troubleshoot zone #68, potential malfunctioning decoder or solenoid | | |
| 3 | Along Gilbert St.- raise (10) heads that are below grade to improve coverage | | |
| 4 | Along 58th Ave.- raise (15) heads that are below grade to improve coverage | | |

Acceptance of proposal - I have read the terms stated herein, and I hereby accept them.

Client's Signature _____ **Date** _____ **Total** **\$505.40**

Metco Landscaping 2200 Rifle Street, Aurora, CO, 80011 Tel: (303) 421-3100
This proposal is valid for 60 days. After 60 days, pricing may need to be revised

CONDITIONS OF CONTRACT*THESE CONDITIONS ARE A PART OF YOUR CONTRACT.***CONTRACT SPECIFICATIONS & LIMITATIONS**

All material is guaranteed to be as specified in this contract; Metco Landscaping only uses premium quality materials. All work shall be completed using sound practices and in a workmanlike manner and shall conform to local building codes and regulations set forth by the town in which the work is being performed. Any alteration or deviation from specifications involving eMetcotra costs will be eMetcoecuted only upon written confirmation, and will become an eMetcotra charge over and above the base contract price. All agreements are contingent upon accidents, weather or delays beyond our control. Our workers are fully covered by Worker's Compensation Insurance.

Unit Prices – The Base Contract price, if any is set forth, is the only guaranteed price in this contract. Any change in materials or services under the original contract may result in a change to individual unit prices and/or the Contract price.

Alternates / Time & Materials – Any work specified as an Alternate or as Time and Material will be charged as an extra to this contract and will increase the Contract price.

Scheduling – Landscape enhancement contracts accepted after October will be completed during the Fall as long as weather permits. Any work not completed in the Fall will be completed the following Spring. Work will be invoiced as items have been completed. Landscape enhancement contracts that eMetcotend into June, July or August, and include seeding, may require a delay in completion until after September 1 when newly seeded lawns will readily germinate. Sodding can be performed at any time of year for an additional charge if not already specified in the contract.

Watering and Maintenance – Metco Landscaping will perform watering of all new and/or transplanted plant material each day we are on site for the duration of a landscape enhancement contract. Metco Landscaping is not responsible for watering or maintaining plant material after completion of a landscape enhancement contract unless expressly stated in writing.

Seeding – Re-seeding or re-sodding of new grass areas may be required due to insects, diseases, mechanical damage, neglect, under watering, over watering, heavy rainfall, weather or animals. In addition, seeding that is not performed between April 1 – May 15 or September 1 – October 15 will typically require follow-up re-seeding. All such re-seeding, re-sodding, and/or re-establishment of soil is not included in the contract work, unless otherwise stated in writing, and will be charged as an extra to this contract.

GUARANTEES

Our guarantee is expressly conditioned upon on-time payment of invoices. This guarantee is void if payment in full has not been received within 30 days from the invoice date.

All claims for loss must be reported in writing within the one (1) year guarantee period.

Plant Material Guarantee – Metco Landscaping guarantees to replace any tree or shrub, which we purchase and plant, that dies from natural causes within a period of one year from the date of planting, provided that the Owner has fully complied with all of the terms of this contract. This guarantee is not transferable. Plant material not covered in this guarantee includes, but is not limited to, herbaceous material such as: annual flowers, bulbs, roses, perennials, groundcovers and turf or wildflower seed germination. However, for a fee equal to 8% of the cost of the herbaceous plant materials, Metco Landscaping will guarantee all herbaceous items, with the eMetcoception of annual flowers and bulbs, for one year from installation as long as the Owner has made a good faith effort to keep the plant material properly watered and cared for.

We will not guarantee plants damaged or killed by insects, mechanical damage, neglect, under watering, over watering, severe seasonal conditions, natural disasters, disease or animal damage. Plants installed in pots, planter boxes or containers are not guaranteed. Transplanted material is not guaranteed. Metco Landscaping will satisfy its responsibility under the guarantee by furnishing and installing replacement plant material of equal type and size that was originally planted. The replacement material shall be warranted for the remainder of the original guarantee period.

TERMS OF PAYMENT/SUSPENSION OF WORK

A non-refundable deposit of 30% of the contract price is required upon acceptance of a landscape enhancement contract. Invoices will be sent after the contract work is completed, or progress billings will be issued during or at the end of each month through contract completion. Accounts remaining unpaid 30 days past the invoice date will lose the plant guarantee and will be charged interest at a rate of 1.5% per month on the unpaid balance. Accounts remaining unpaid 60 days past the invoice date may result in Metco Landscaping's election to suspend work on the project.

CANCELLATION

This contract may be cancelled by either party with a 30-day written notice should either party fail substantially to perform in accordance with the terms of the contract through no fault of the other. The notified party shall be provided an opportunity to explain and rectify the circumstances. In the event of termination, Metco Landscaping shall be compensated fully for all services performed and expenses incurred up to the date of termination. In the event of early termination of this contract, the amount paid to date will be compared to the amount that would have been charged on a time and material basis and the difference in this comparison will result in a final payment due or a refund issued.

DISPUTES

All disputes shall be settled by binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association.

PHOTOGRAPHY

The Metco Landscaping Company may take photographs of the property for use in promotional advertising, training, and educational classes unless the Owner communicates in writing that this is not acceptable.

SIGNAGE

By signing this contract you, the Owner, are granting Metco Landscaping permission to install a temporary site sign on your property while our work is being performed. Upon completion of our work, we will remove the site sign or ask for permission to have it remain for an agreed to amount of time. If you do not wish to grant Metco Landscaping permission to install a temporary site sign on your property, please initial here.

UTILITIES/UNKNOWN OBSTRUCTIONS

All reasonable caution will be taken to prevent damage to existing pavement, septic tanks, septic fields and underground utility lines. Underground gas, phone, and electric utilities will be marked by a representative from the utility companies, at the request of Metco Landscaping, prior to any machine excavation. However, Metco Landscaping will not be held responsible for the accuracy of any utility line marking done by the utility companies.

It is the Owner's responsibility to conspicuously mark and advise Metco Landscaping of the location of any other underground utilities including: drainage pipes, plumbing, irrigation, propane lines, electric dog fence, cable TV, lighting, etc. Any delays in crew time and/or costs involved in repairing unmarked systems are the responsibility of the Owner.

The cost of removing or circumventing concealed and/or undisclosed obstructions which prevent installation of the site improvements according to plan shall be charged as an extra to this contract. Examples of such obstructions include ledge rock, very large boulders, buried foundations, buried stumps, septic tanks, driveways/pavement, uncharted utilities, unsuitable soil, etc.

OWNER'S RESPONSIBILITIES

Hold Harmless - To the fullest extent permitted by law, the Owner will hold harmless Metco Landscaping and its officers, representatives, partners and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including legal fees and court costs and liability arising in whole or in part and in any manner from injury and/or death of a person, or damage to or loss of any property resulting from the acts, omissions, breach or default of the Owner, eMetcocept those caused by the negligence of Metco Landscaping.



Extra Work Proposal

| | |
|----------------------|-----------|
| Proposal By: | |
| Thomas Baldasare | |
| Metco Landscape Inc. | |
| Proposal Date | 7/24/2018 |

| | |
|--------------------------------------|--|
| Job Location | |
| Hawthorn Metro District | |
| 5690 Webster St. #100, Arvada, 80005 | |

| | |
|-------------------------------------------------------------|--|
| Submitted To: | |
| Geol Scheirman, | |
| CMCA, CAM, Assistant Public Manager, CliftonLarsonAllen LLP | |
| 8390 E Crescent Parkway, Suite 500 | |
| Greenwood Village, CO 80111 | |

| | |
|-------------------------------|----------|
| Accounting Information | |
| Job # | 1805318 |
| AR Cust | HAWTDIST |

DRAINAGE WORK ALONG CONCRETE WALKING PATHS

| | Extra work proposed as follows: | Qty | Rate | Total |
|---|--------------------------------------------------------------------|-----|------|-------|
| 1 | SOUTH WEST CORNER OF THE PROPERTY, ALONG HIGHWAY 93 | | | |
| | CONCRETE WALK WAY OFF OF WEST 58TH PLACE, NATIVE AREA | | | |
| | PROVIDE DRAINAGE FROM THE WEST SIDE OF THE WALKING TRAIL TO THE | | | |
| | EAST SIDE BY INSTALLING A 10 FOOT METAL FABRICATED CHASE DRAIN, | | | |
| | ACROSS ONE SECTION OF CONCRETE APPROXIMATELY 3-4 INCHES WIDE | | | |
| | RE-GRADE A 70 X 20 AREA ON THE WEST SIDE OF CONCRETE WALKWAY | | | |
| | TO ASSIST THE FLOW OF WATER TO THE CHASE DRAIN. | | | |
| | INSTALL COBBLE STONE TO STABILIZE AND PROVIDE EROSION CONTROL | | | |
| | TO A 50' X 10' AREA, ALONG EDGE OF CONCRETE. | | | |
| | INSTALL COBBLE STONE A 5' X 5' AREA ON THE EAST SIDE OF THE DRAIN, | | | |
| | FOR EROSION CONTROL. | | | |
| | PLEASE NOTE THESE ARE NOT ENGINEERED PLANS | | | |
| | OUR PROPOSAL IS TO REDUCE THE AMOUNT OF WATER/MUD OVERFLOWING | | | |
| | ON TO WALKWAYS. IT DOES NOT GUARANTEE WATER/MUD WILL NOT | | | |
| | ACCUMULATE DURING HEAVY OR EXTENDED RAINFALLS. | | | |
| | SEE ATTACHED PICTURE | | | |

**This work does not include any modifications or repairs to the irrigation system. Any repairs will be billed at contractual T&M rates, or \$65.00/Hour plus materials if no contract is held between Metco Landscape, Inc. and the management company*

Acceptance of proposal - I have read the terms stated herein, and I hereby accept them.

Client's Signature _____ Date _____ Total **\$9,200.00**

Metco Landscaping 2200 Rifle Street, Aurora, CO, 80011 Tel: (303) 421-3100
 This proposal is valid for 60 days. After 60 days, pricing may need to be revised

CONDITIONS OF CONTRACT*THESE CONDITIONS ARE A PART OF YOUR CONTRACT.***CONTRACT SPECIFICATIONS & LIMITATIONS**

All material is guaranteed to be as specified in this contract; Metco Landscape, Inc. only uses premium quality materials. All work shall be completed using sound practices and in a workmanlike manner and shall conform to local building codes and regulations set forth by the town in which the work is being performed. Any alteration or deviation from specifications involving extra costs will be executed only upon written confirmation, and will become an extra charge over and above the base contract price. All agreements are contingent upon accidents, weather or delays beyond our control. Our workers are fully covered by Worker's Compensation Insurance.

Unit Prices – The Base Contract price, if any is set forth, is the only guaranteed price in this contract. Any change in materials or services under the original contract may result in a change to individual unit prices and/or the Contract price.

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Scheduling – Landscape enhancement contracts accepted after October will be completed during the Fall as long as weather permits. Any work not completed in the Fall will be completed the following Spring. Work will be invoiced as items have been completed. Landscape enhancement contracts that extend into June, July or August, and include seeding, may require a delay in completion until after September 1 when newly seeded lawns will readily germinate. Sodding can be performed at any time of year for an additional charge if not already specified in the contract.

Watering and Maintenance – Metco Landscape, Inc. will perform watering of all new and/or transplanted plant material each day we are on site for the duration of a landscape enhancement contract. Metco Landscape, Inc. is not responsible for watering or maintaining plant material after completion of a landscape enhancement contract unless expressly stated in writing.

Seeding – Re-seeding or re-sodding of new grass areas may be required due to insects, diseases, mechanical damage, neglect, under watering, over watering, heavy rainfall, weather or animals. In addition, seeding that is not performed between April 1 – May 15 or September 1 – October 15 will typically require follow-up re-seeding. All such re-seeding, re-sodding, and/or re-establishment of soil is not included in the contract work, unless otherwise stated in writing, and will be charged as an extra to this contract.

GUARANTEES

Our guarantee is expressly conditioned upon on-time payment of invoices. This guarantee is void if payment in full has not been received within 30 days from the invoice date.

All claims for loss must be reported in writing within the one (1) year guarantee period.

Plant Material Guarantee – Metco Landscaping guarantees to replace any tree or shrub, which we purchase and plant, that dies from natural causes within a period of one year from the date of planting, provided that the Owner has fully complied with all of the terms of this contract. This guarantee is not transferable. Plant material not covered in this guarantee includes, but is not limited to, herbaceous material such as: annual flowers, bulbs, roses, perennials, groundcovers and turf or wildflower seed germination. However, for a fee equal to 8% of the cost of the herbaceous plant materials, Metco Landscaping will guarantee all herbaceous items, with the exception of annual flowers and bulbs, for one year from installation as long as the Owner has made a good faith effort to keep the plant material properly watered and cared for.

We will not guarantee plants damaged or killed by insects, mechanical damage, neglect, under watering, over watering, severe seasonal conditions, natural disasters, disease or animal damage. Plants installed in pots, planter boxes or containers are not guaranteed. Transplanted material is not guaranteed. Metco Landscape, Inc. will satisfy its responsibility under the guarantee by furnishing and installing replacement plant material of equal type and size that was originally planted. The replacement material shall be warranted for the remainder of the original guarantee period.

TERMS OF PAYMENT/SUSPENSION OF WORK

Invoices will be sent after the contract work is completed, or progress billings will be issued during or at the end of each month through contract completion. Accounts remaining unpaid 30 days past the invoice date will lose the plant guarantee and will be charged interest at a rate of 1.5% per month on the unpaid balance. Accounts remaining unpaid 60 days past the invoice date may result in Metco Landscaping's election to suspend work on the project. Contractor shall recover all expenses incurred in enforcing this agreement, including all collection agency charges, lein fees, court cost, attorney fees, and all expenses incurred in collecting on any judgement.

CANCELLATION

This contract may be cancelled by either party with a 30-day written notice should either party fail substantially to perform in accordance with the terms of the contract through no fault of the other. The notified party shall be provided an opportunity to explain and rectify the circumstances. In the event of termination, Metco Landscape, Inc. shall be compensated fully for all services performed and expenses incurred up to the date of termination. In the event of early termination of this contract, the amount paid to date will be compared to the amount that would have been charged on a time and material basis and the difference in this comparison will result in a final payment due or a refund issued.

DISPUTES

All disputes shall be settled by binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association.

PHOTOGRAPHY

Metco Landscape, Inc. may take photographs of the property for use in promotional advertising, training, and educational classes unless the Owner communicates in writing that this is not acceptable.

SIGNAGE

By signing this contract you, the Owner, are granting Metco Landscape, Inc. permission to install a temporary site sign on your property while our work is being performed. Upon completion of our work, we will remove the site sign or ask for permission to have it remain for an agreed to amount of time. If you do not wish to grant Metco Landscape, Inc. permission to install a temporary site sign on your property, please initial here. _____.

UTILITIES/UNKNOWN OBSTRUCTIONS

All reasonable caution will be taken to prevent damage to existing pavement, septic tanks, septic fields and underground utility lines. Underground gas, phone, and electric utilities will be marked by a representative from the utility companies, at the request of Metco Landscape, Inc., prior to any machine excavation. However, Metco Landscape, Inc. will not be held responsible for the accuracy of any utility line marking done by the utility companies.

It is the Owner's responsibility to conspicuously mark and advise Metco Landscape, Inc. of the location of any other underground utilities including: drainage pipes, plumbing, irrigation, propane lines, electric dog fence, cable TV, lighting, etc. Any delays in crew time and/or costs involved in repairing unmarked systems are the responsibility of the Owner.

The cost of removing or circumventing concealed and/or undisclosed obstructions which prevent installation of the site improvements according to plan shall be charged as an extra to this contract. Examples of such obstructions include ledge rock, very large boulders, buried foundations, buried stumps, septic tanks, driveways/pavement, uncharted utilities, unsuitable soil, etc.

OWNER'S RESPONSIBILITIES

Hold Harmless - To the fullest extent permitted by law, the Owner will hold harmless Metco Landscape, Inc. and its officers, representatives, partners and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including legal fees and court costs and liability arising in whole or in part and in any manner from injury and/or death of a person, or damage to or loss of any property resulting from the acts, omissions, breach or default of the Owner, except those caused by the negligence of Metco Landscape, Inc..



Extra Work Proposal

| | |
|----------------------|-----------|
| Proposal By: | |
| Thomas Baldasare | |
| Metco Landscape Inc. | |
| Proposal Date | 7/24/2018 |

| | |
|--------------------------------------|--|
| Job Location | |
| Hawthorn Metro District | |
| 5690 Webster St. #100, Arvada, 80005 | |

| | |
|-------------------------------------------------------------|--|
| Submitted To: | |
| Geol Scheirman, | |
| CMCA, CAM, Assistant Public Manager ,CliftonLarsonAllen LLP | |
| 8390 E Crescent Parkway, Suite 500 | |
| Greenwood Village, CO 80111 | |

| | |
|-------------------------------|----------|
| Accounting Information | |
| Job # | 1805318 |
| AR Cust | HAWTDIST |

DRAINAGE WORK ALONG CONCRETE WALKING PATHS

| | Extra work proposed as follows: | Qty | Rate | Total |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|-------|
| 1 | SOUTH EAST CORNER OF THE PROPERTY, EAST SIDE OF 58TH PLACE, BY SOCCER FIELD AND SITTING AREA(PICNIC TABLE). CONSTRUCT A DRAINAGE SYSTEM TO HELP ALLEVIATE RUNOFF FROM TURF AND NATIVE AREAS OVERFLOWING CONCRETE WALKWAYS. ALONG GRAVEL PATH INSTALL (3) 24"X24" DRAIN BOXES, APPROXIMATELY 20' APART. TOTAL RUN OF 75'. TYE IN ALL DRAIN BOXES AND CROSS UNDER EXISTING GRAVEL PATH. RUN PIPE TO ENTRANCE OF CHASE DRAIN. INSTALL (1) NEW METAL FABRICATED CHASE DRAIN, ACROSS A 10' X 4" SECTION OF CONCRETE. INSTALL 4"-6" COBBLE ALONG NORTHWEST SIDE OF GRAVEL PATH 75' X 18", TO STABILIZE HIILSIDE. INSTALL 4"-6" COBBLE AT EXIT OF CHASE DRAIN 4' X 4' AREA RE-GRADE AND TOPDRESS GRAVEL PATH | | | |
| | PLEASE NOTE THESE ARE NOT ENGINEERED PLANS OUR PROPOSAL IS TO REDUCE THE AMOUNT OF WATER/MUD OVERFLOWING ON TO WALKWAYS. IT DOES NOT GUARANTEE WATER/MUD WILL NOT ACCUMULATE DURING HEAVY OR EXTENDED RAINFALLS. | | | |
| | SEE ATTACHED PICTURE | | | |

*This work does not include any modifications or repairs to the irrigation system. Any repairs will be billed at contractual T&M rates, or \$65.00/Hour plus materials if no contract is held between Metco Landscape, Inc. and the management company

Acceptance of proposal - I have read the terms stated herein, and I hereby accept them.

Client's Signature _____ Date _____ Total **\$13,700.00**

Metco Landscaping 2200 Rifle Street, Aurora, CO, 80011 Tel: (303) 421-3100
 This proposal is valid for 60 days. After 60 days, pricing may need to be revised

CONDITIONS OF CONTRACT*THESE CONDITIONS ARE A PART OF YOUR CONTRACT.***CONTRACT SPECIFICATIONS & LIMITATIONS**

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Watering and Maintenance – Metco Landscape, Inc. will perform watering of all new and/or transplanted plant material each day we are on site for the duration of a landscape enhancement contract. Metco Landscape, Inc. is not responsible for watering or maintaining plant material after completion of a landscape enhancement contract unless expressly stated in writing.

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All claims for loss must be reported in writing within the one (1) year guarantee period.

Plant Material Guarantee – Metco Landscaping guarantees to replace any tree or shrub, which we purchase and plant, that dies from natural causes within a period of one year from the date of planting, provided that the Owner has fully complied with all of the terms of this contract. This guarantee is not transferable. Plant material not covered in this guarantee includes, but is not limited to, herbaceous material such as: annual flowers, bulbs, roses, perennials, groundcovers and turf or wildflower seed germination. However, for a fee equal to 8% of the cost of the herbaceous plant materials, Metco Landscaping will guarantee all herbaceous items, with the exception of annual flowers and bulbs, for one year from installation as long as the Owner has made a good faith effort to keep the plant material properly watered and cared for.

We will not guarantee plants damaged or killed by insects, mechanical damage, neglect, under watering, over watering, severe seasonal conditions, natural disasters, disease or animal damage. Plants installed in pots, planter boxes or containers are not guaranteed. Transplanted material is not guaranteed. Metco Landscape, Inc. will satisfy its responsibility under the guarantee by furnishing and installing replacement plant material of equal type and size that was originally planted. The replacement material shall be warranted for the remainder of the original guarantee period.

TERMS OF PAYMENT/SUSPENSION OF WORK

Invoices will be sent after the contract work is completed, or progress billings will be issued during or at the end of each month through contract completion. Accounts remaining unpaid 30 days past the invoice date will lose the plant guarantee and will be charged interest at a rate of 1.5% per month on the unpaid balance. Accounts remaining unpaid 60 days past the invoice date may result in Metco Landscaping's election to suspend work on the project. Contractor shall recover all expenses incurred in enforcing this agreement, including all collection agency charges, lein fees, court cost, attorney fees, and all expenses incurred in collecting on any judgement.

CANCELLATION

This contract may be cancelled by either party with a 30-day written notice should either party fail substantially to perform in accordance with the terms of the contract through no fault of the other. The notified party shall be provided an opportunity to explain and rectify the circumstances. In the event of termination, Metco Landscape, Inc. shall be compensated fully for all services performed and expenses incurred up to the date of termination. In the event of early termination of this contract, the amount paid to date will be compared to the amount that would have been charged on a time and material basis and the difference in this comparison will result in a final payment due or a refund issued.

DISPUTES

All disputes shall be settled by binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association.

PHOTOGRAPHY

Metco Landscape, Inc. may take photographs of the property for use in promotional advertising, training, and educational classes unless the Owner communicates in writing that this is not acceptable.

SIGNAGE

By signing this contract you, the Owner, are granting Metco Landscape, Inc. permission to install a temporary site sign on your property while our work is being performed. Upon completion of our work, we will remove the site sign or ask for permission to have it remain for an agreed to amount of time. If you do not wish to grant Metco Landscape, Inc. permission to install a temporary site sign on your property, please initial here. _____.

UTILITIES/UNKNOWN OBSTRUCTIONS

All reasonable caution will be taken to prevent damage to existing pavement, septic tanks, septic fields and underground utility lines. Underground gas, phone, and electric utilities will be marked by a representative from the utility companies, at the request of Metco Landscape, Inc., prior to any machine excavation. However, Metco Landscape, Inc. will not be held responsible for the accuracy of any utility line marking done by the utility companies.

It is the Owner's responsibility to conspicuously mark and advise Metco Landscape, Inc. of the location of any other underground utilities including: drainage pipes, plumbing, irrigation, propane lines, electric dog fence, cable TV, lighting, etc. Any delays in crew time and/or costs involved in repairing unmarked systems are the responsibility of the Owner.

The cost of removing or circumventing concealed and/or undisclosed obstructions which prevent installation of the site improvements according to plan shall be charged as an extra to this contract. Examples of such obstructions include ledge rock, very large boulders, buried foundations, buried stumps, septic tanks, driveways/pavement, uncharted utilities, unsuitable soil, etc.

OWNER'S RESPONSIBILITIES

Hold Harmless - To the fullest extent permitted by law, the Owner will hold harmless Metco Landscape, Inc. and its officers, representatives, partners and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including legal fees and court costs and liability arising in whole or in part and in any manner from injury and/or death of a person, or damage to or loss of any property resulting from the acts, omissions, breach or default of the Owner, except those caused by the negligence of Metco Landscape, Inc..



Extra Work Proposal

| | |
|----------------------|-----------|
| Proposal By: | |
| Thomas Baldasare | |
| Metco Landscape Inc. | |
| Proposal Date | 7/31/2019 |

| | |
|--------------------------------------|--|
| Job Location | |
| Hawthorn Metro District | |
| 5690 Webster St. #100, Arvada, 80005 | |

| | |
|-----------------------------------------|--|
| Submitted To: | |
| Pat Shannon, Assistant District Manager | |
| CliftonLarsonAllen LLP | |
| 8390 E Crescent Parkway, Suite 300 | |
| Greenwood Village, CO 80111 | |

| | |
|-------------------------------|----------|
| Accounting Information | |
| Job # | 1805318 |
| AR Cust | HAWTDIST |

GRAVEL TRAIL RENOVATION AND CONCRETE CLEAN UP

| Extra work proposed as follows: | | Qty | Rate | Total |
|---------------------------------|---------------------------------------------------------------|-----|------|------------|
| 1 | WEST 58TH PLACE, EAST SIDE GRAVEL TRAIL AND CONCRETE WALKWAY. | | | |
| | CLEAN OFF CONCRETE, REMOVE DIRT, ROCK AND DEBRIS | | | \$180.00 |
| | RENOVATE GRAVEL TRAIL, RAKE AND REGRADE APPROXIMATELY 80 FEET | | | |
| | BY 10 FEET. INSTALL BREEZE TO BRING TRAIL BACK TO GRADE | | | \$1,875.00 |
| 2 | WEST 58TH PLACE, WEST SIDE BY HIGHWAY 93, OFF OF CUL-DE-SAC | | | |
| | CLEAN OFF CONCRETE WALK WAY, REMOVE DIRT, ROCK AND DEBRIS | | | \$200.00 |
| 3 | WEST 59TH AVE TO WEST 60TH LANE, WEST SIDE BY HIGHWAY 93 | | | |
| | 3 LOCATION CLEAN OFF CONCRETE WALK WAY, REMOVE DIRT, ROCK | | | |
| | AND DEBRIS. | | | \$160.00 |

**This work does not include any modifications or repairs to the irrigation system. Any repairs will be billed at contractual T&M rates, or \$65.00/Hour plus materials if no contract is held between Metco Landscape, Inc. and the management company*

Acceptance of proposal - I have read the terms stated herein, and I hereby accept them.

Client's Signature _____ Date _____ Total **\$2,415.00**

Metco Landscaping 2200 Rifle Street, Aurora, CO, 80011 Tel: (303) 421-3100
 This proposal is valid for 60 days. After 60 days, pricing may need to be revised

CONDITIONS OF CONTRACT*THESE CONDITIONS ARE A PART OF YOUR CONTRACT.***CONTRACT SPECIFICATIONS & LIMITATIONS**

All material is guaranteed to be as specified in this contract; Metco Landscape, Inc. only uses premium quality materials. All work shall be completed using sound practices and in a workmanlike manner and shall conform to local building codes and regulations set forth by the town in which the work is being performed. Any alteration or deviation from specifications involving extra costs will be executed only upon written confirmation, and will become an extra charge over and above the base contract price. All agreements are contingent upon accidents, weather or delays beyond our control. Our workers are fully covered by Worker's Compensation Insurance.

Unit Prices – The Base Contract price, if any is set forth, is the only guaranteed price in this contract. Any change in materials or services under the original contract may result in a change to individual unit prices and/or the Contract price.

Alternates / Time & Materials – Any work specified as an Alternate or as Time and Material will be charged as an extra to this contract and will increase the Contract price.

Scheduling – Landscape enhancement contracts accepted after October will be completed during the Fall as long as weather permits. Any work not completed in the Fall will be completed the following Spring. Work will be invoiced as items have been completed. Landscape enhancement contracts that extend into June, July or August, and include seeding, may require a delay in completion until after September 1 when newly seeded lawns will readily germinate. Sodding can be performed at any time of year for an additional charge if not already specified in the contract.

Watering and Maintenance – Metco Landscape, Inc. will perform watering of all new and/or transplanted plant material each day we are on site for the duration of a landscape enhancement contract. Metco Landscape, Inc. is not responsible for watering or maintaining plant material after completion of a landscape enhancement contract unless expressly stated in writing.

Seeding – Re-seeding or re-sodding of new grass areas may be required due to insects, diseases, mechanical damage, neglect, under watering, over watering, heavy rainfall, weather or animals. In addition, seeding that is not performed between April 1 – May 15 or September 1 – October 15 will typically require follow-up re-seeding. All such re-seeding, re-sodding, and/or re-establishment of soil is not included in the contract work, unless otherwise stated in writing, and will be charged as an extra to this contract.

GUARANTEES

Our guarantee is expressly conditioned upon on-time payment of invoices. This guarantee is void if payment in full has not been received within 30 days from the invoice date.

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HOMESTEAD PAINTING LLC
5551 YOUNGFIELD WAY
ARVADA, CO 80002
(P) 303-456-5942
hspaintllc@aol.com

August 22, 2019

CliftonLarsonAllen LLP
8390 E. Crescent Parkway
Suite 300
Greenwood Village, CO 80111

Main - 303-779-5710
Patrick.Shannon@claconnect.com

RE: Hawthorn Metropolitan District 2
Gilbert and 59th St.
Golden, CO

Homestead Painting LLC agrees to meet the specifications received from Patrick Shannon.

Scope of Work

3-rail fence

- a. Remove dirt at the base of the posts. Approximately 4 posts.
- b. Straighten fence.
- c. Install Quick-Set concrete.
- d. Re-install landscaping.

Time and materials not to exceed:
hour.

Labor - 8 man hours x \$46.00 per man

Materials - \$60.00

6 foot fence @ Dog Daycare area.

- a. Re-install one section of fence.
- b. Replace any broken pickets or cross pieces.
- c. Rails will be attached with 3 1/2" deck screws.

Time and materials not to exceed:
hour.

Labor - 5 man hours x \$46.00 per man

Materials - \$90.00

HAWTHORN METROPOLITAN DISTRICT NO. 2

DISTRICT PARK AND OPEN SPACE USE POLICY

A. District Park Use and Reservations: There are certain amenities at the District Parks which are available for the general, informal use by the general public provided they have not been previously reserved and subject to this District Park and Open Space Use Policy (the “**Park Policy**”). Any party with a reservation will have priority over the general public to use such amenities. Commercial use of the park is prohibited without prior written approval of the District.

Certain amenities at the District Parks may be reserved for exclusive use by the general public provided they have not been previously reserved. To reserve any amenities at the District Parks, individuals or groups must complete the Park Reservation Permit Application and Indemnification attached as **Exhibit 1**, as may be amended from time to time, and forward to CliftonLarsonAllen, LLP c/o Patrick Shannon 8390 E. Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111.

Sports fields at the District Parks may be reserved for exclusive use by the general public for sport team games and practices provided they have not been previously reserved. To reserve the sports fields for sport team use at the District Parks, sports teams must complete an Application and Revocable Park Use Permit for Sports Fields for Sports Team Practices, and Sports Field Release Waiver and Indemnification attached hereto as **Exhibit 2**, as may be amended from time to time, and forward to CliftonLarsonAllen, LLC c/o Patrick Shannon 8390 E. Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111. Sports Teams who use District Parks for games or practices who have not requested a permit from the District will be asked to apply for a permit or requested to leave the Parks.

B. Prohibited Activities: Unless specifically authorized in writing by the District, the activities described in the Park Policy are prohibited within District Parks and District Open Space.

1. Place or post signs.
2. Camp overnight.
3. Enter or remain in or refuse to leave during those times when the District Open Space is not open for public use as posted.
4. No garbage, refuse, abandoned junk, solid waste, litter or other offensive material shall be dumped, thrown onto, deposited onto, or otherwise allowed to remain on any District Park or District Open Space, except in designated trash receptacles. It shall be a violation of this Park Policy for any person, firm, business entity, or corporation to throw, dump or cause to be dumped, whether from a vehicle or otherwise any garbage, refuse, rubbish, litter, junk, appliances, equipment, cans, bottles, paper, lumber, trees, tree limbs, brush or any other form of solid waste anywhere within District Parks or District Open Space. If any of the material dumped in violation of the provisions of this subsection can be identified as having last belonged to, been in the possession of, sent to, received by or to have been the property of any person,

firm, business entity or corporation prior to it being dumped as prohibited herein, such identification shall be presumptive prima facie evidence that such violator dumped or caused to be dumped such matter or material in violation of this Park Policy.

5. Install any structure, including but not limited to, tents, booths, stands, awnings, tree houses, rope swings, inflatable amusements or canopies, except that temporary awnings and umbrellas for shade are permitted as long as such structures are not left unattended and are removed when user leaves.
6. Operate remote control or control-line devices in the air, on or in the water, or on the ground.
7. Use any amplified sound system that produces audible sound beyond 25 feet.
8. Stick or place any handbill, poster, placard, sticker, or painted or printed matter on any public building, fence, power or light or telephone pole, or any other public structure.
9. Smoke, except in designated smoking areas of provided.
10. Play or practice golf or archery.
11. Bring into, possess, or have any glass bottle or container.
12. Discharge explosives or fireworks or operate launch model rockets or other devices which may have an explosive charge.
13. Conduct any private enterprise without prior written approval of the District.
14. Park motor vehicles overnight.
15. Sell, serve, dispense, possess or consume any alcoholic beverages or 3.2% beer.
16. Block, close off, or impair access to any trails or facilities.
17. Hunt, shoot, kill, injure, trap or maim any animal.
18. Permit any livestock to graze.
19. Destroy, vandalize, deface or damage any buildings, structures, signs, equipment, fences, gates or locks regulating access.
20. Enter, without authorization, those areas and facilities posted or otherwise designated as closed to the general public.
21. Dispose of trash.
22. Remove, cut down, disfigure rocks, trees, shrubs or other features of the natural environment.
23. Build a fire.

24. Operate unauthorized motor vehicles, including all off-road vehicles such as ATVs, dirt bikes, and other recreational vehicles.
25. Possess a weapon, unless authorized pursuant to C.R.S. 18-12-214, or any air rifle, spring-gun, bow and arrow, sling, paintball gun, air soft gun or any other weapon.

C. Compliance: All persons must obey any order, rule or regulation of the District and the instructions of any sign posted by the District.

D. Violation of Park Policy: Should any person fail to observe and obey any such order, rule, regulation or sign posted by the District, the District's Manager, or designee, may immediately remove or cause to be removed any such person and may ban such person from the use of the District parks or open space and its facilities for such period of time as may be necessary to secure compliance with order, rules, regulations or posted signs, or the District's Manager, or designee, may impose a fine, at their discretion.

1. **Fines/Penalties/Charges:** A violation of any Park Policy rule or regulation is subject to any and all civil remedies available to the District under Title 32, C.R.S. or other applicable laws, including a civil penalty hereby imposed in the amount of \$25 for the first violation, \$50 for the second violation, and \$100 for the third violation, and actual costs and attorney fees incurred by the District with respect to any damages or other losses sustained by the District because of the violation of the Park Policy. Such penalties, charges, costs and attorneys fees shall be assessed against a violator of the Park Policy (the "**Violator**") and may be assessed against real property or the owners of any real property located within the District on which a Violator of the Park Policy resides on a permanent or temporary basis. The District may collect such penalties, charges, costs and attorneys fees it incurs by any means necessary authorized by law.
2. **Opportunity for Hearing:** Any Violator charged with a violation of the Park Policy is entitled to an opportunity for a hearing. If any Violator desires a hearing, they must proceed as follows:
 - a. Within seven (7) days after the Notice of Alleged Violation has been delivered to the alleged violator, the Violator must complete the Request for a Hearing form, which is attached to the Notice of Alleged Violation, and return it to the District Manager.
 - b. If a Request for a Hearing is timely filed, an administrative hearing on the complaint shall be held before a representative or committee appointed by the Board ("Tribunal"). The hearing shall be conducted no later than twenty-one (21) days after receipt of the Request for a Hearing, as determined by the Tribunal.
 - c. At any such hearing, the Tribunal shall hear and consider arguments, evidence or statements regarding the alleged violation. Following the hearing, the Tribunal shall issue its determination regarding the alleged violation. The decision of the Tribunal shall be binding on the Violator and the District. If the decision of the Tribunal is deemed unsatisfactory to the alleged violator, they may present a written request to the District for an appeal before the Board.

- d. If no Request for a Hearing is received within seven (7) days, a hearing will be considered waived, the allegations in the Notice of Alleged Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed. The Violator shall be notified by the District Manager of any such determination using the same form and in the same manner as if a hearing had been conducted.

EXHIBIT 1

Park Reservation Permit Application and Indemnification

EXHIBIT 2

Application and Revocable Park Use Permit for Sports Fields for Sports Team Practices, and Sports
Field Release Waiver and Indemnification

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
HAWTHORN METROPOLITAN DISTRICT NO. 2**

CONCERNING ONLINE NOTICE OF REGULAR AND SPECIAL MEETINGS

WHEREAS, the Hawthorn Metropolitan District No. 2 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 24-6-402(2)(C)(IV), C.R.S., the District is a local public body and subject to the provisions of §§ 24-6-401, et seq., C.R.S.; and

WHEREAS, § 24-6-402(2)(c)(I), C.R.S. requires that any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the Board of Directors (the “**Board**”) is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public; and

WHEREAS, pursuant to § 24-6-402(2)(c)(I), C.R.S., the District shall be deemed to have given full and timely notice if the notice of the meeting is physically posted in a designated public place within the boundaries of the District no less than twenty-four hours prior to holding the meeting; and

WHEREAS, the Colorado Legislature recently enacted House Bill 19-1087 (effective August 2, 2019) declaring its intent that local governments transition from posting physical notices of public meetings in physical locations to posting notices on a website, social media account, or other official online presence of the local government to the greatest extent practicable; and

WHEREAS, § 24-6-402(2)(c)(I), C.R.S., provides that, in addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if, on or after July 1, 2019, the notice of the meeting, with specific agenda information if available, is posted on a public website of the local public body no less than twenty-four hours prior to the holding of the meeting; and

WHEREAS, the Board has determined to begin posting notices for all regular and special meetings starting August 2, 2019 on a public website in accordance with § 24-6-402(2)(c)(I), C.R.S.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. The Board hereby designates the following public website for the posting of its regular and special meeting notices: <https://www.hawthornmetrodistrict.org/>
2. The Board hereby directs its District Manager (the “**District Manager**”), to the extent feasible, to make the notices searchable by type of meeting, date of meeting, time of meeting, agenda contents, and other category deemed appropriate by the Board and Manager.

3. The Board hereby directs the District Manager to provide the District's website, to the department of local affairs for inclusion in the inventory maintained pursuant to § 24-32-116, C.R.S.

4. If the District is unable to post notices on a public website in exigent or emergency circumstances such as power outage or an interruption in internet service, the Board hereby designates the following location for posting of its regular and special meeting notices: Highway 93 RTD Bus Stop.

5. All postings pursuant to this Resolution shall commence after the effective date of House Bill 19-1087.

[Remainder of Page Intentionally Left Blank. Signature Page Follows]

ADOPTED this 9th day of September, 2019.

**HAWTHORN METROPOLITAN
DISTRICT NO. 2**

By: _____
Officer of the District

Attest:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District